

FIRST AMENDMENT

This Amendment made and entered into this 15th day of June, 2021 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and **Tetra Tech Inc** hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on March 12, 2021 pursuant to Pinellas County Contract No. 21-0271-LI (hereinafter "Agreement") pursuant to which the Contractor agreed to provide emergency rental assistance program administration for the County; and

WHEREAS, Section twenty-one (21) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, a higher-than-anticipated volume of cases were received during the initial weeks of the program; and

WHEREAS, the U.S. Department of Treasury issued additional guidance subsequent to the original Agreement resulting in modifications to the Emergency Rental Assistance Program Policies and Procedures; and

WHEREAS, it has been found to be more effective for some responsibilities originally included in the Statement of Work to be handled by the County internally; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for applicant support and application review and processing, at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Replacing Exhibit A, Statement of Work, with the revised Statement of Work attached to this amendment herein as Exhibit A.
2. Replacing Exhibit C, Payment Schedule, with revised Payment Schedule attached to this amendment herein as Exhibit C.
3. Replacing language in Section 11, Compliance with Laws, with the following:

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), eVerify (FL Statute 448.095), occupational safety and health and the environment, equal employment opportunity, privacy of medical

records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement. Further, the County is utilizing federal Emergency Rental Assistance Program funds as created by the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, and as described by Section 501 of Public Law 115-260 (https://home.treasury.gov/system/files/136/Excerpt_Section-501_PL-115-260.pdf) and as regulated by the US Treasury Department (<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>), as such requirements may be modified or amended from time to time; or other federal sources of funds. Contractor agrees that it will comply with all provisions of federal law or regulation applicable to the federal funding sources which are or may be applied to this project. Any provision required by law to be included in this Agreement is deemed included in this Agreement as if laid out fully herein.

4. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this FIRST Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its Purchasing Director

Merry Celeste
Merry Celeste, Division Director, Purchasing
and Risk Management

Tetra Tech Inc

Jonathan Burgiel
Authorized Signature

APPROVED AS TO FORM
By: Donald S. Crowell
Office of the County Attorney

Jonathan Burgiel
Printed Authorized Signature
Business Unit President
Title Authorized Signature

**SERVICES AGREEMENT
STATEMENT OF WORK**

Tetra Tech, Inc. (“Contractor”) is prepared to begin work immediately upon Notice to Proceed from Pinellas County, Florida (“the County”). Contractor has an established project team that is prepared to engage with the County. Contractor will provide the staffing, software, equipment, specialized knowledge and support to administer the County efforts to distribute the Emergency Rental Assistance Program (“ERAP”) funds received from the U.S. Treasury. Contractor and the County are jointly responsible for the system setup and configuration. The County is responsible for timely input to the system setup and configuration as well as providing input to the Contractor on development of the Implementation Plan as well as prompt review of the Implementation Plan.

Based on the County’s approval of the Implementation Plan, the Contractor is responsible for contractor staff training, applicant intake, applicant services and assessment, initial review of applicants, initial qualification determinations, and communications with County staff or Clerk of the Circuit Court Finance Staff to allow for prompt payment by the County to qualified applicants. Only applicants for eligible households that meet the requirements of the federal ERAP funds as created by the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, and as described by Section 501 of Public Law 115-260 (https://home.treasury.gov/system/files/136/Excerpt_Section-501_PL-115-260.pdf) and as regulated by the US Treasury Department (<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>), as such requirements may be modified or amended from time to time, may be determined eligible for funding. Additionally, the County may further limit eligibility as described in Task 9.

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Personnel.** The County personnel will be readily available to provide support, grant timely access to systems and data, provide input to the program requirements, and participate in trainings and meetings.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Contractor for review in electronic format within 3 business days of the request from Contractor. Availability of the appropriate documentation is critical to obtaining the information required for the overall success of this program. Information presented will be accepted as factual. If information is not available to Contractor upon request, the project tasks may be delayed.
- **Check Disbursements.** County will be responsible for the disbursement of funds. The County will have access to customized payment files for purposes of check printing and distribution.
- **U.S. Treasury Program Requirements.** Contractor’s scope and budget are based on providing services to meet the current U.S. Treasury ERAP program requirements. In the event that substantive changes are made to the U.S. Treasury ERAP program requirements that make Contractor’s performance illegal, or commercially infeasible, such event may be deemed by the Contractor as an event of *force majeure*. In such event, Contractor must notify the County in writing of such event within three (3) business days, and the basis for the determination that the Contractor’s performance being illegal or commercially infeasible. If such notice is made, this Agreement may be terminated by Contractor without penalty or expense to Contractor, or Contractor and the County may mutually agree by written amendment to this Agreement on a new/revised scope of work or Contractor compensation in accordance with the new legal requirements.
- **Remote Work.** Contractor will work remotely during the period of performance from Contractor offices whenever possible.
- **Eligibility Determinations.** Contractor cannot make final eligibility determinations. Only the grantee (County) can determine eligibility under the federal program requirements and guidelines. While Contractor cannot guarantee any specific application is eligible to be paid for with federal funds received by the County, Contractor will provide the County with an informed opinion regarding eligibility on each application based upon current guidance released by the U.S. Treasury to inform final eligibility determinations as described in Task 9. The County acknowledges that the federal government determines what is eligible as which may be modified by the U.S. Treasury from time to time. Contractor, upon request by the County, will provide written explanation regarding any of Contractor’s opinions on the use of U.S. Treasury funds.

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- **Deliverables.** Contractor will comply with the federal and state privacy and data security laws. Contractor will not disclose the deliverables relating to the services to a third party, including internal departments, without written approval by the County.
- **Methods.** Except as otherwise provided in the Agreement, the County acknowledges that during its performance under the Contract, Contractor may use products, materials, and methodologies proprietary to Contractor and its subcontractors, and the County agrees that it will have no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement (if) executed by the parties. This is exclusive of program policies, procedures, software configurations, and outreach materials customized for use by the County.
- **Data Transfer.** At mutually agreed upon frequency or no later than the conclusion of the project, Contractor will facilitate the transfer of data from the Shared Document Library containing relevant project documentation and communications that pertain to projects and programs and reconciled project costs.
- **Other Assistance Needed.** The not-to-exceed Agreement payment limit is limited to the scope of work included in the Agreement. Should the County request additional assistance on activities outside those defined in this scope of work, it will only be requested through a contract amendment process. To the extent that the County requests additional consulting support beyond this scope and budget, Contractor will provide a separate scope, timeline, and budget for the requested additional effort in a separate submission to the County for approval.
- **Redistribution of Funds.** To the extent that the U.S. Treasury redistributes unspent funds from other grantees to the County or additional allocations from future congressional actions, Contractor will provide services to the County under a separate contract or amend this contract.
- **Project Schedule.** Contractor will work with the County to continue to refine the project schedule to monitor project progress and make mutually agreed upon adjustments as needed to ensure that 1) at least 65 percent of original ERAP funds are obligated before September 30, 2021 and 2) all ERAP funds can be distributed to eligible households before December 31, 2021.
- **Duration of Work/Period of Performance.** The estimated project period of performance for this scope of work is through December 31, 2021. The period of performance may be extended upon approval of a written amendment to this Agreement by both parties, which may result in an increase in the project timeline and/or budget.
- **Fraud and Duplication of Benefit.** Contractor will take all reasonable steps to seek out duplication of benefits but is not responsible for fraudulent applications and will not be held financially liable for actual occurrences of fraud by applicants identified during the execution of the program or during audit. In addition, Contractor cannot guarantee no duplication of benefits will occur if certain benefits are not reported as part of this program. Contractor will work with the County to develop fraud and duplication of benefit deterrents (e.g., rules to be incorporated into the Neighborly Software).

Task 1: Kickoff Meeting and Project Work Plan

As an initial step upon Notice to Proceed, we will host a kickoff meeting between the Contractor team (composed of senior Contractor staff and project personnel) and County staff. Topics to be discussed in the kickoff meeting will include the following:

- Program administration requirements and processes
- Organizational reporting among staff from Contractor and the County
- Contact information for key Contractor, County, and other agency staff
- Templates of critical forms to provide consistency across the program
- Approvals of documents between Contractor and the County

Contractor Work Plan

The Contractor team will develop a project work plan detailing the following:

- Project method breakdown, sequence, and plan
- Project tasks and deliverables
- Project timeline and deliverable dates
- Responsibilities and organizational and reporting relationships of the Contractor team to the County

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Contractor will submit the project work plan to the County within five business days of the kickoff meeting for review and approval.

Task 2: Implementation Plan – SOPs, Application Criteria, Eligibility, Financial Procedures, and Compliance

Throughout this process, Contractor will work closely with the County to design and deliver a program that meets the ERAP requirements with proven processes and procedures for similar federal grant programs. Contractor will also work with the County to outline the details of administering the program based on the County's needs.

Contractor will implement a two-tiered approach to the application process:

- **Online software systems** where applicants log in to a secure system to provide program-required information and documentation. The software system is optimized for multiple types of devices so applicants can submit information easily from their phone, laptop, computer, or tablet.
- **Technical support over the phone** by specialists in the Contractor's call center to assist applicants with submitting their information and documentation through the software system either by phone or computer.

The software system is specifically designed to manage the application process of federal grant programs. The County will coordinate with nonprofits to support applicants at local intake centers who cannot use the online system or call center.

The Contractor will work with County stakeholders to establish an Implementation Plan along with standard operating procedures (SOPs) for critical program elements, including application criteria, eligibility review standards, financial procedures, and compliance.

The final program Implementation Plan and SOPs will be designed to integrate seamlessly with intake software.

Contractor is partnering with **Neighborly Software** to stand up and maintain the application system through the application period. The Implementation Plan, SOPs, and application software will address the program requirements described below.

Application Software Tools

Contractor will utilize the Neighborly Software platform to expedite the pre-screening, eligibility, and approval process. These tools will seek to prevent duplication of benefits, reduce application fraud, and focus on overall program compliance.

Financial Procedures

The parties anticipate that the ERAP will evolve, and program requirements will change as supplemental guidance is released. Contractor is prepared for this scenario and is building systems to quickly adapt to financial and documentation requirements.

SOP Updates

As the program evolves and new program requirements and guidance are released, Contractor will modify programmatic SOPs and other procedures to mitigate risk of noncompliance.

Examples of supplemental requirements include GrantSolutions requirements for quarterly reporting, interim reports, and the U.S. Treasury Office of Inspector General (OIG) auditor reviews. Contractor will coordinate with the County to enable financial recording, disbursement, and reporting procedures to be adequately tracked and monitored.

Principles of Compliance

Contractor's compliance program is built around four primary principles. Contractor's strict adherence to these principles results in projects progressing smoothly, on schedule, and on budget.

- **Staffing, Training, and Development.** Contractor will take appropriate measures such that the project is staffed with personnel who are well qualified and trained to perform the work at hand, including a strong mix of senior and junior personnel (depending on the task requested).
- **SOPs.** SOPs are the foundation of Contractor's compliance activities. Contractor has developed processes to enable consistent application of grant management activities and allow for new staff to quickly be integrated into a program.
- **Quality Audits.** Quality audits are performed by an objective Contractor senior quality control manager who is not directly associated with the project. Elements of the audit include ensuring that the proper Contractor staff are assigned to the project, key risk items are identified and mitigated, and SOPs have been implemented to ensure consistency and quality.
- **Senior Management Oversight.** As part of this process, Contractor senior personnel will review and report on project activity to the County to ensure that work is progressing according to the agreed standards.

Task 3: Software Customization, Call Center, and Intake Setup

This task involves using the information gathered in Task 1 to customize the Neighborly Software to address the unique

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needs of the County. Customization of the software will be mutually agreed upon prior to performing any such modifications to the program and a minimum of 7–14 days are required for initial software modifications prior to program launch.

Contractor will establish a call center and case management center located at our Maitland, Florida headquarters to house Contractor staff working on the project and will outfit the space with furnishings, computers, and internet capabilities to serve the project. As part of this task, Contractor will also onboard and train the needed Contractor staff to serve the project at start-up. Contractor will not be responsible for providing continuous on-site staffing at in-person intake centers or County offices but will provide ongoing coordination and technical assistance remotely to our County and/or nonprofit partners. As is typical in these types of projects, staffing levels will be greatest on the day applicant intake begins.

Task 4: Public Information and Press Releases

Public information campaigns are critical to the success of the County’s ERAP. Contractor will provide template press releases for the County to share transparent, informative, and helpful details with the County residents. This information will include program overviews, eligibility criteria, application details, important dates, and contact information for additional information.

Contractor agrees to keep open the application window for the County open until November 30, 2021 or until payment recommendations for the full grant amount are submitted by Contractor for payment, or when the County and Contractor mutually agree that the number of applications submitted are sufficient to spend all of the grant awarded the County, whichever is soonest. Contractor will work with the County to ensure that all eligible rental households have equal access to critical program information – regardless of their primary language or level of physical or mental ability – by utilizing the necessary tools to make potentially eligible applicants aware of the program and how to apply for services. Contractor will also ensure that our case management team members are able to service non-English speaking applicants.

Task 5: Online Application System Launch

The online application system is designed to make intake as simple and efficient as possible for applicants. Residents can submit their application, upload documentation, and check their case status using the Neighborly Software system. Neighborly Software has customizable forms that capture the information and documentation requirements of this grant program, including:

- Rental property information
- Personal identification information of both the landlord and the tenant
- Income information

Contractor will ensure that this information is kept secure per federal requirements. All applicant data captured with the Neighborly Software system is stored in US FedRAMP-certified Microsoft data centers.

Task 6: Call Center for Program Q&A

Many ERAP applicants will be navigating federal funding for the first time, and Contractor professionals will be available to help residents through the application process. Contractor projects that County residents will have the most questions during the first few weeks of the program process, and Contractor will be there to support your residents during this critical time. The call center will remain open, Monday through Friday 8:30 a.m. to 5:00 PM (EST), for the full period of performance with an expected intake period of 90 working days for maximum call center staffing. Contractor will coordinate a call center for program applicants to contact with questions. Call center staff will be available to direct applicants to the online application system, answer questions about the program, and provide clarifications during the application intake period. Contractor will help as many applicants as possible remotely over the phone to reduce the number of in-person applicants at intake centers. Trained staff and Contractor’s innovative software system will allow Contractor to help many applicants via the call center.

Task 7: Data Management and Reporting

Contractor will design and implement complex data collection and reporting tools. Contractor will design and implement data collection technologies that allow for real-time tracking and dashboard reporting for the County. These will include:

- **Periodic Reports.** Contractor will submit not less than weekly reports summarizing activities during the reporting period to include production, quality, staffing, or any other metric or criteria deemed necessary by the County Section Manager of Strategic Performance Management.
- **Data Management.** Contractor will customize data management tools so that the review and analysis of the data and preparation of tables and graphs are as automated as possible.

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- **Final Reports.** The final report will capture the lessons learned and serve as a final accounting of the performance in program delivery.

Task 8: Eligibility Team Reviews

After the online application system is launched, the Contractor eligibility team will begin the detailed vetting and follow-up process required to process applications. Contractor will target 100% of completion of tenant and landlord applications initial review within seven (7) calendar days from submission date and will not exceed a maximum of 14 calendar days from submission date.

This team will provide reasonable efforts to obtain the cooperation of landlords to accept payments from the ERA program and resolve cases lacking income documentation, other required documentation or information required to complete the application for the purpose of review and approval or denial. The Contractor project team will follow up with applicants who submitted incomplete applications to be able to determine applicant eligibility.

Tenant applicant outreach will be considered complete if at least three attempts are made by phone, text, or e-mail over a 21 calendar-day period to request required information or documentation.

Landlord and utility provider outreach will be considered complete if (i) at least three attempts are made by phone, text, or e-mail over a five calendar-day period to request the landlord or utility provider's participation; or (ii) a landlord confirms in writing that the landlord does not wish to participate. All outreach attempts or notices to tenant applicants and landlords must be documented.

Task 9: Rental Assistance Funds Disbursed

Contractor anticipates the program will be administered in two phases:

Phase 1 – Immediate Needs

During this phase of the project, Contractor recommends prioritizing applicants based on immediate needs. The immediate needs applicants will be identified jointly by the County and Contractor based on the following criteria:

- Households with incomes less than 50% area median income
- Households with one or more members that have been unemployed for at least 90 days

Supplemental priority criteria may be developed post award.

Phase 2 – Additional Assistance

If there are funds available after the first phase of the program, Contractor will re-certify applicants or intake new applicants and provide an additional quarter of rental assistance based on eligibility and program funding.

Throughout the program, applicants will be prioritized based on the U.S. Treasury's income level requirements. Contractor will continue to monitor application status to address each priority tier according to the income levels and adjust the program administration as needed to meet the required ratio of assistance.

Contractor will work closely with the County to complete batch/bulk processing application approvals, providing applicant payment recommendations to County program staff to make final eligibility determinations and providing the payment file for check disbursement by the Clerk of the Circuit Court Finance Department staff. Contractor will submit a minimum of 125 applications per week to the County while maintaining an error rate of 5% or less.

Task 10: U.S. Treasury Reporting

Contractor will work with the County to timely prepare documentation for the each reporting cycle as established by U.S. Treasury. Contractor will follow the published guidance and provide reports and required documentation to the County for validation and submission the GrantSolutions portal.

Task 11: Final Report and Documentation Transfer

As the final deliverable provided by the Contractor team, the final report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Contractor team will begin compiling the documentation for the final report before the end of the contract period. This will ensure the team delivers a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with Contractor's "deliver with the end in mind" approach to program management.

Contractor will assist the County with the transfer of program records and all related documentation to County servers or cloud-based data storage for simple recall and access during U.S. Treasury OIG audits.

SERVICES AGREEMENT PAYMENT SCHEDULE

I. COST AND PAYMENT

The not-to-exceed contract cap of \$1,928,539.69 is based on nine percent (9%) of the total grant amount awarded (\$21,428,218.80) to the County under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 to provide emergency direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. The fees for services under this contract will be based on:

1. An initial fee of \$192,853.97 for full access and unlimited licensed use of Neighborly Software's ERAP software for the duration of the project's period of performance¹; and
2. A firm fixed fee for Contractor-provided services of 8.1% of the rental assistance payments approved by Contractor and submitted to the County for payment to applicants each month².

The initial fee will be due in full as a lump sum following execution of this services agreement. The amount due for Contractor-provided services will be billed to the County based on a report of the monthly applicant payment recommendations made to the County each month up to a cumulative amount equal to 8.1% of the total grant amount awarded to the County under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021.

In the event that applicant payment recommendations are determined to be incorrect, County will notify Contractor of such incorrect applicant payment recommendation, and any portion of the 8.1% billed to the County for such incorrect payment will be taken as a credit against any remaining invoices or amounts due to Contractor. In the event there are no remaining invoices or amounts due to Contractor, Contractor will refund such amounts to the County within 30 days of such notice.

The County agrees to approve funding per eligible household up to the maximum rental assistance and period allowed for in the Coronavirus Response and Relief Supplemental Appropriations Act of 2021. Furthermore, the County agrees to open payment for non-priority eligible applicants (as described in Task 9) within 30 days of the beginning of applicant intake.

In the event this Agreement is terminated per Section 7 "Termination", the County shall reimburse Contractor 8.1% of the amounts requested by applicants who have had applications partially processed by Contractor and files approved for payment by Contractor. The County would retain full access and license to use Neighborly Software's ERAP software, including any configurations or modifications done at the County's request in the event that the County needs to continue to use the module itself, or in conjunction with an additional or different contractor(s) to meet the needs of the County.

II. PERFORMANCE STANDARDS

- Contractor will target 100% of completion of tenant and landlord applications initial review within seven (7) calendar days from submission date and will not exceed a maximum of 14 calendar days from submission date.
- Contractor will submit a minimum of 125 applications per week to the County while maintaining an error rate of 5% or less.
- Contractor will review and work files in pending landlord information or pending tenant information within 5 calendar days following response to request for information from applicant or tenant.

¹ Full access and license to use Neighborly module, including any configurations or modifications done at the County's request in the event that the County needs to use the module itself, or in conjunction with an additional or different contractor(s) to meet the needs of the County.

² Applications reviewed and processed solely by the County will not be included in the report of monthly applicant payment recommendations made to the County.

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PAYMENT SCHEDULE

III. FINANCIAL REMEDY

- Reduce the monthly invoice up to 3% if any of the following performance standards are not met for the period being invoiced:
 - At least 500 applications are in paid or pending payment status for the month being invoiced.
 - 100% of tenant or landlord submitted applications have received initial review within 14 calendar days from submission date.
 - No applications in pending landlord or tenant information exceed 5 calendar days from previous date reviewed. Measure will be evaluated based on a random sampling of 10% of cases in this status.